

TOWN OF TRURO
REQUESTS FOR PROPOSAL
COMMUNITY CENTER
PROJECT MANAGER/CLERK OF THE WORKS

January 25, 2005

Bid Submission date:

February 24, 2005 @ 3:00 PM

Request for Proposal

The Town of Truro is seeking proposals from qualified individuals or firms to act as the Town's Project Manager/Clerk of the Works for the proposed construction of a Senior Center/Community Center consistent with M.G.L. C. 149, s 44a½. The project consists of construction a new 16,000 s.f. structure on town owned property.

Questions regarding this RFP, the evaluation criteria, the submission requirements or any other aspects of this process, are to be addressed to the attention of Pamela T. Nolan, Town Administrator/Chief Procurement Officer, P.O. Box 2030, 24 Town Hall Road, Truro, Massachusetts 02666, (telephone (508) 349-7004 Extension 27). All questions should be submitted in written form, and the Town will respond within one day of receipt. Questions received by telephone will require follow-up in writing.

Contracts should be aware of the following dates:

Site Visit: February 10, 2005 at 10:00 AM

Proposal Submission Date: February 24, 3:00 PM

Proposers should be aware that United Parcel Service, Federal Express, DHL and any other private delivery service may not delivery to Truro everyday or may deliver late. Proposers submitted or received after the deadline will not be opened and will be returned. The Clock in the Licensing/Administration office will be used to determine time of arrival.

Description of the Project

Location: Assessor Atlas Map 36 lot 75

Project Size: Approximately 16,000 square feet more or less of new construction

The Town is looking to start construction, in December 2004, of a new facility to house both our Council on Aging and Recreation Department activities. The structure has been designed by Cambridge based Ammondson Architect and will remain as the job architect throughout out the process. The Building is designed as a single structure but allows for a certain division for each function.

The COA section is designed with some office space, a kitchen and activity room. The Building has a basement area that upon completion will only be accessible from a walk-in door located in the rear. As an alternate in the bid the Town is requesting proposals for an elevator and stairway to the basement, but currently these are alternates and depends on funding. The Building has been designed with an elevator shaft for future installation of an elevator.

The Community Center section will house the town's Recreation Department offices. Their will be a game room with the bulk of this section of the building consisting of a full size (junior high) gymnasium and stage. Similar to the elevator many of the items needed for a fully functional stage will be bid as alternates.

The duties that the owners project manager will included, but are not limited to, providing advice and consultation with respect to the construction of the project, and proposed additional work, review of change orders, review of contractor's schedule, monitor performance of contractor, assist town in settling disputes and assist in the evaluation during and after the project.

Selection Process

Evaluation Criteria

The purpose of this section is to identify how the Town of Truro will select a proposal from among competing proposals. At the first stage of the evaluation process, proposals will be reviewed against the minimum criteria identified below. If a proposal is determined to be “responsive” (the proposer agrees to meet the Town’s terms, contains all of the required information, and includes all of the required forms properly completed) and “responsible” (the proposer has clearly demonstrated that they have the required experience, capability and reliability to successfully complete proposed project), it will then be reviewed against the comparative criteria outlined below. Any proposal determined to be either “not responsive” or “not responsible” will be dropped from further consideration and rejected. **Further, any proposal that alters the exterior of the building or proposes a purchase rather than a lease will be deemed “not responsive” or “not responsible” and will be dropped from consideration.**

Minimum Criteria:

A proposal must satisfy all of the minimum criteria to be determined “responsive” and “responsible” and thus proceed on to the comparative evaluation. The following is a list of the minimum criteria that will be used to evaluate all proposals received.

1. Cover Letter from the proposer, addressed to Pamela T. Nolan, Town Administrator/Chief Procurement Officer, Truro Town Hall, P.O. Box 2030, Truro, MA 0666, that includes the following:
 - An interest in being our Project Manager/Clerk of The Works.
 - Resume.
 - List of all projects in which the individual/firm has function as Project Manager/Clerk of the Works over the last five years.
 - Detail (as outlined by Massachusetts State Law) resumes of firms qualifications to service in the requested capacity.
 - Detailed (as outlined by Massachusetts State Law) resume of individual whom will be serving from the firm in this capacity.
 - List of others from the firm that may be serving.
2. Certificate of Non-Collusion, certifying that the proposal has been submitted in good faith and without collusion or fraud with any other person.
 - Signed and dated by the proposer.
3. Certificate of Tax Compliance, certifying that the proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

- Signed and dated by the proposer.
4. Narrative Description of Pertinent Experience provides a detailed description of proposer's experience with similar projects.
- Describe in detail all experience the individual or firm has had in the last five years as a project manager/clerk of the works for similar size and type of construction projects.
 - Description should clearly define the role proposer played in similar projects, if any.
 - List of references.

Comparative Criteria:

The purpose of the comparative evaluation is to weigh the relative merits of all of competing proposals that are determined to be both “responsive” and “responsible”. The Town evaluators will review all of the “responsive” and “responsible” submissions against each of the comparative criteria and assign one of three values, as follows: “Highly Advantageous” (the highest value), “Advantageous” (the middle value), and “Not Advantageous” (the lowest value). Once the evaluators have completed the review of a proposal against all of the comparative criteria, they will assign an overall value to the proposal. This overall value will be based upon the majority of the values assigned to the comparative criteria. If two or more proposals are determined to have similar highest final value, the Town retains the right to determine which proposal is the most advantageous.

Table of Comparative Criteria

<u>Criteria</u>	<u>Highly Advantageous</u>	<u>Advantageous</u>	<u>Not Advantageous</u>	<u>Unsatisfactory</u>
The experience of the individual or firm in similar projects.	Over 10 projects serving as Project Manager/Clerk of The Works on similar size and type of project	Less than 10 but more than 7 projects serving as Project Manager/Clerk of The Works on similar size and type of project.	Less than 7 but more than 4 projects serving as Project Manager/Clerk of The Works on similar size project	Less than 4 projects serving as Project Manager/Clerk of The Works on limited experience on similar projects.
Individual or Firm has a proven track record	The Individual or Firm has been involved in 100% of all projects through final punch-list over the last five years and was never had a contract terminated.	The Individual or Firm has been involved in 95% of all projects through final punch-list over the last five years and was never had a contract terminated. Left voluntarily.	The Individual or Firm has been involved in 80% of all projects through final punch-list over the last five years.	The Individual or Firm has been involved in less than 80% of all projects through final punch-list over the last five years and has been dismissed from projects.

Proposal Submission Requirements

The purpose of this section is to identify the requirements for the submission of a complete proposal to the Town of Truro in response to this RFP. The specific submission requirements are as follows:

All interested parties responding to this Request for Proposal (RFP) must submit an original proposal document and five (5) complete copies. The size of the pages should not exceed the standard 8.5" X 11.0", unless they are folded to a maximum size of 8.5" X 11.0". The six proposal documents must be submitted in **two sealed package; one labeled "Proposal Project Manager/Clerk of The Works Truro Community Center" and the second labeled "Price Project Manager/Clerk of The Works Truro Community Center"** both envelopes will have the name, address and telephone number of the proposer. Each proposal must include the following information:

Proposal Contents

The following listed items, as delineated elsewhere in this document, must be included in a proposal submission for it to be considered complete.

- 1) Cover Letter** (see page 3, for the requirements)
- 2) A Certificate of Non-Collusion** (see page 3, for the requirements and page 10 for a sample form)
- 3) A Certificate of Tax Compliance** (see page 4, for the requirements and page 11 for a sample form)
- 4) A Narrative Description of Similar Project Experience** (see page 4, for the requirements)

Provide a detailed narrative of the proposer's past experiences of similar projects. This narrative should describe the projects and the proposer's specific role. It should identify references familiar with the projects (e.g. public officials in the project's community, bankers, architects, etc.) including names, addresses, telephone numbers and involvement, if any, in the project.

Scheduled Walkthrough

The Town of Truro will hold a site visit for contractors on February 10, 2005 at 10:00 AM. A municipal official as well as the architect's Representative will be present. The Town may, at its own discretion, schedule additional site visits as requests are made.

Selection Criteria

The Town of Truro will Review all proposals and select the, in our determination, three most qualified. Once selected proposers may be contacted for follow-up questions or to establish an interview. If questions are generic in nature all of the finalist will be contacted; if there is a specific question relating to one proposal that contractor will be contacted, all other will receive written notification of our contact with proposer.

The Town Hall Building Committee and Town Administrator will select the most qualified firm based on proposals submitted and possible interviews. The Town will then negotiate a final cost with the selected firm.

Submission Deadline

Proposals to lease this site must be submitted to the Pamela T. Nolan, Town Administrator Chief Procurement Officer, Town of Truro, P.O. Box 2030, 24 Town Hall Road, Truro, MA 02666 (one original and five copies) by 3:00 PM on Thursday February 24, 2005. The sealed packages must have the following information printed clearly on an attached label **"Proposal Project Manager/Clerk of The Works Truro Community Center"** and **"Price Project Manager/Clerk of The Works Truro Community Center"** or on the outside of the packaging materials, as well as the Name, Address and Telephone number of the Proposer.

PROPOSALS NOT SUBMITTED IN SEALED PACKAGES WILL NOT BE ACCEPTED and will be returned to proposers. No proposal submission will be opened or evaluated prior to December 3rd at 3:30 pm. **PROPOSALS SUBMITTED BY FAX WILL NOT BE ACCETPED** and will be returned to proposers. The Town of Truro reserves the right to disregard minor omissions, which would not affect the outcome of the submitted proposal.

The Town of Truro reserves the right to reject any or all proposals.

Town of Truro**Certificate of Non-Collusion**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Signature of Person Making Proposal)

(Name of Business)

(Date)

Town of Truro

Certificate of Tax Compliance

Pursuant to MGL ch. 62C, s49A(b), I _____, authorized signatory for _____, do hereby certify under the pains and penalties of perjury that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

(Signature of Authorized Representative)

(Title)

(Date)

PROPOSED DRAFT**AGREEMENT FOR SERVICES
OF A PROJECT MANAGER/CLERK OF THE WORKS/CLERK OF THE WORKS
FOR THE TRURO COMMUNITY CENTER REHABILITATION AND
CONSTRUCTION PROJECT**

THIS AGREEMENT is made as of January __, 2005, by and between the Town of Truro, hereinafter referred to as the "Town", and _____ with an address of _____, hereinafter referred to as the "Project Manager/Clerk of the Works". The Board of Selectmen, Town Administrator, or Truro Town Building Committee may represent the Town.

In consideration of the promises herein contained, the parties mutually agree as follows:

1. **EMPLOYMENT:** The Town hereby contracts with _____, as _____ Project Representative, and the Project Manager/Clerk of the Works hereby accepts the following terms and conditions:
2. **TERM:** The Project Manager/Clerk of the Works shall be under a contract for a period commencing on or about January __, 2005, and ending on or about March __, 2006, or concurrently with the substantial completion of the Community Center rehabilitation and construction project as determined by the Town, whichever occurs first. If substantial completion does not occur on or before March __, 2005, the parties agree to negotiate an extension of this agreement that shall be committed to writing and shall include compensation as outlined below and time requirements as determined by the Town.
3. **COMPENSATION:** In consideration of the services to be performed, the Project Representative shall be paid a sum of money not to exceed \$_____ for the project, based upon an estimated work requirement of 40 hours +/- per week during the course of the 455-day contracted construction period, and according to the terms set forth in the following payment schedule:
 - A. Bi-weekly payment of approximately \$_____ for work performed during the preceding two-week period, depending upon the type of work and the contractor's schedule, for which a written invoice has been submitted to the Town. In addition, the Project Manager/Clerk of the Works shall provide the Town with a journal record of the time worked by the Project Manager/Clerk of the Works and what work was performed during that time before any invoice will be approved by the Town for payment to the Project Manager/Clerk of the Works. If an extension of this contract is necessary, it is agreed that the Project Manager/Clerk of the Works will be paid at the rate of \$_____ per hour for hours and days worked that the Town determines that the Project Manager/Clerk of the Works is required to work on the site.

The Project Manager/Clerk of the Works shall be paid for Town recognized holidays at the rate of \$_____ per hour for a minimum _____ hour day.

The Project Manager/Clerk of the Works shall be reimbursed for expenses incurred on behalf of the Town, provided that the Town approves such expenses in advance. This includes such items as photographic documentation of the construction project.

4. TERMINATION:

A. Subject to Paragraphs B and C below, this Agreement may be canceled for any reason by either party on thirty (30) days prior notice to the other party.

B. The Town may terminate this Agreement, for cause or for any violation by the Project Manager/Clerk of the Works of any of the terms of this Agreement, without notice, and with compensation to the Project Manager/Clerk of the Works only to the date of such termination.

C. The Town shall have the right to cancel this Agreement, and shall cancel this Agreement, without penalty and without notice, if sufficient funds are not appropriated or otherwise made available to support continuation of performance under this Agreement in any fiscal year succeeding the first year.

5. DUTIES: The Project Manager/Clerk of the Works shall serve the Town as Project Representative/Clerk of the Works during the construction phase of the Truro Community Center construction project. Specific duties of the Project Manager/Clerk of the Works are attached and incorporated as part of this Agreement, and as outlined in this Agreement. In addition, the Project Manager/Clerk of the Works duties and responsibilities shall include but are not limited to the following:

A. Representing the Town on the project site, including observing and recording construction progress and ensuring that the work conforms to the Architect's plans and specifications.

B. Keeping records of construction work performed, materials and supplies delivered and delays and their causes.

C. Observing and recording compliance with approved change orders.

D. Attending progress meetings at the site with the General Contractor, the Architect, and the Town.

E. Providing the Town with a record of the number of hours worked by the General Contractor and what was done in that time.

F. The Project Manager/Clerk of the Works will confer frequently with the Town on items related to the safety and welfare of the public. If conditions of construction present problems that will affect the safety and health of the public, the Town may request that a portion or the entire construction be halted. The Project Manager/Clerk of the Works will direct the General Contractor's superintendent to make necessary changes or cease operation in the affected area pending resolution of the problem by the Town, Architect and General Contractor.

G. Monitor and evaluate prevailing wage compliance by reviewing payroll records submitted by the General Contractor and any/all subcontractors and by reporting any suspected failure to comply with the Town and the Town Accountant.

H. The Project Manager/Clerk of the Works will attend Town meetings from time to time as requested by the Town.

I. Monitor the construction schedule and report to the Architect and the Town conditions that may cause delay in project completion.

J. Review contract documents with the General Contractor's superintendent. Obtain necessary interpretations from the Architect and transmit them to the General Contractor's superintendent.

K. Consider the General Contractor's suggestions and recommendations, evaluate them in consultation with the Town and submit them, with recommendations, to the Architect for a final decision.

L. Observe tests required by the Contract Documents. Record and report to the Architect on test procedures and, where applicable, the results. Verify testing invoices to be paid by the Town.

M. Maintain records at the construction site in an orderly manner. Include correspondence, contract documents, change orders, construction change authorizations, Architect's supplemental instructions, reports of site conference, shop drawings, product data, samples, supplementary drawings, color schedules, request for payment and names and addresses of contractors, subcontractors and principal material suppliers.

N. Review applications for payment submitted by the General Contractor, evaluate them in consultation with the Town, and forward them to the Architect with recommendations for disposition. Maintain records of the amount of payment retained from each invoice.

O. Review the list of items to be completed or corrected which is submitted by the General Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the work and if the list is accurate, after consultation with the Town, forward it to the Architect for final disposition, and if not, so advise the Architect.

P. Assist the Architect in final inspection of the work. Receive from the General Contractor and prepare for transmittal to the Town, the documentation the General Contractor is required to furnish at the completion of the work.

Q. Prepare any requested reports as well as weekly job reports.

6. LIMITATIONS OF AUTHORITY: The Project Manager/Clerk of the Works shall
NOT:

A. Authorize deviations from the Contract Documents;

- B. Approve substitute materials or equipment except as authorized in writing by the Architect;
 - C. Personally conduct or participate in tests or third-party inspections except as authorized in writing by the Architect;
 - D. Assume any of the responsibilities of the General Contractor's superintendent or of Subcontractors;
 - E. Expedite the work for the General Contractor;
 - F. Advise the General Contractor, General Contractor's superintendent, or Subcontractors on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
 - G. Authorize or suggest that the Town occupy the Project in whole or part.
 - H. Issue a Certificate of Payment or Certificate of Substantial Completion.
 - I. Prepare or certify to the preparation of Record Drawings.
 - J. Reject work or require special inspection or testing except as authorized in writing by the Architect.
 - K. Order the General Contractor to stop the work or any portion thereof.
7. INSURANCE: The Project Manager/Clerk of the Works agrees that he is to provide his own insurance and insurance for any employees, and acknowledges that he and any employees will not be covered under any policy of insurance in the name of the Town of Truro. The Project Manager/Clerk of the Works shall indemnify and hold harmless the Town, the Town Building Committee, and all of the Towns employees against any and all liability, loss, damages, costs or expenses which the Project Manager/Clerk of the Works or the Project Manager/Clerk of the Works employees may sustain, incur or be required to pay, arising out of or in connection with services performed under this Agreement by reason of any negligent action or inaction or willful misconduct of the Project Manager/Clerk of the Works, persons employed by the Project Manager/Clerk of the Works, or any of the Project Manager/Clerk of the Works subcontractors. The Project Manager/Clerk of the Works shall obtain the following types of insurance coverage in the following minimum amounts:

Worker's Compensation (If applicable)
Not less than \$500,000.00

The Town shall require the Project Manager/Clerk of the Works to produce a certificate indicating that the Project Manager/Clerk of the Works has personal insurance for Personal Liability, Personal Automobile Property Damage Liability and Bodily Injury,

and Personal Umbrella Liability (if applicable) to assure the Town of full coverage for any personal liability resulting from the Project Manager/Clerk of the Works, or the Project Manager/Clerk of the Works employees, conduct or lack of conduct.

8. INDEMNIFICATION: The Project Manager/Clerk of the Works shall indemnify and hold harmless the Town against any and all liability, loss, damages, costs or expenses relating to personal injury or personal damages which the Town may sustain, incur or be required to pay, arising out of or in connection with, services performed under this contract, by reason of any negligent action or inaction or willful misconduct of the Project Manager/Clerk of the Works, a person employed by the Project Manager/Clerk of the Works, or any of its subcontractors.
9. OTHER RESPONSIBILITIES: The Project Manager/Clerk of the Works shall be responsible for payment of all F.I.C.A., health and life insurance, FUTA, Massachusetts Unemployment Insurance, job insurance, taxes (Federal and State), and further agrees to hold the Town harmless from claims which must be insured by such coverage and from claims for payments which must be rendered.
10. ENTIRE AGREEMENT: This agreement, and the Project Manager/Clerk of the Works Duties and Limitations document, which is attached and made part of this Agreement, embodies the whole Agreement between the Town of Truro and the Project Manager/Clerk of the Works, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein and attached hereto. The Agreement may not be changed or amended except by a written instrument executed by the parties thereto.
11. INDEPENDENT CONTRACTOR: The Project Manager/Clerk of the Works shall have the status of "Independent Contractor."
12. INVALIDITY: If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement, and a duplicate thereof, this ____ day of January 2005.

CONTRACTOR

TRURO BOARD OF SELECTMEN

Name

Alfred Gaechter, Chairman

PROJECT MANAGER/CLERK OF THE WORKS CERTIFICATIONS

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, as amended, I certify, under the pains and penalties of perjury, that _____ has complied with all of the Commonwealth of Massachusetts' laws relating to taxes.

I also hereby certify, under the pains and penalties of perjury, that, within the meaning of Massachusetts General Laws Chapter 151A, Section 19A, _____ has complied with all Massachusetts= laws relating to contributions and payments in lieu of contributions.

Dated: _____

Name

Hereunto Duly Authorized

CORPORATE VOTE

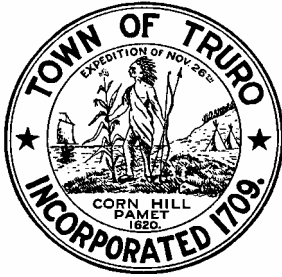
I, _____, Clerk of _____, hereby certify that at a meeting of the shareholders of _____, held on _____, 200__, at which those persons owning 100% of the issued and outstanding stock in said corporation were present and voting, the following was unanimously adopted:

VOTED: That _____, president of _____ be and hereby is authorized and empowered on behalf of the corporation to enter into a binding contract with the Town of Truro to act as the Project Manager/Clerk of the Works/clerk of the works for the project involving the Community Center rehabilitation and construction within the Town of Truro.

A TRUE COPY

ATTEST: _____
Clerk

Dated: _____



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505

To the awarding Authority:

- A. The Undersigned proposes to Project Management/Clerk of the Work Services for the Truro Community Center Project, in Truro, Massachusetts in accordance with the plans and specifications for the cost of _____ (enter total Dollar amount)
- B. Further that the undersigned will perform additional functions as requested for the unit cost of _____ per hour.
- C. I have received the following addenda: _____

Date: _____

Company Name: _____

Address: _____

BY: _____ (signature)

Title: _____